

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED



BID ENQUIRY NO:

**BESCOM/2023-24/IND0025
(BESCOM/BCP-1478/2023-24)**

SECTION - II

Instruction to Bidders (ITB)

FOR

Manufacturing, Testing & Supply of SPMT Structural Materials for Mounting 25kVA 4/5 Star rated Transformers using 9 Mtr PSCC Poles 300 KG W/L with H-Frame and without H-Frame - GI as per Tender Specification.



BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-I

SECTION - II

INSTRUCTION TO BIDDERS

A. INTRODUCTION

The General Manager (Ele.), Procurement, BESCOM Corporate Office, 4th Floor, K.R. Circle, Bengaluru-560001 on behalf of Bangalore Electricity Supply Company Ltd, invites tender for **Manufacturing, Testing & Supply of SPMT Structural Materials for Mounting 25kVA 4/5 Star rated Transformers using 9 Mtr PSCC Poles 300 KG W/L with H-Frame and without H-Frame - GI as per Tender Specification through KPP platform.**

1. Enquiry No.	BESCOM/2023-24/IND0025 (BESCOM/BCP-1478/2023-24)
2. Tender processing fee	Refer KPP website www.kppp.karnataka.gov.in
3. Earnest Money Deposit	Rs.8,67,000.00
4. Date of availability of Bids	20.12.2023 to 18.01.2024 15:00 Hrs
5. Date of Pre-Bid Meeting	29.12.2023 11:00 Hrs
6. Due date for submission of Bids	18.01.2024 @ 15:00 Hrs
7. Tender System	Two Tender Document System
8. a) Date of opening of Techno commercial bid. b) Date of opening of Price Bid	a) 19.01.2024, 15:15 Hrs b) Price Bid will be opened in KPP portal after completion of Techno-Commercial evaluation. Separate intimation regarding date of opening of price bid will not be issued.
9. Material	1. Supply of SPMT structural materials for mounting 25kVA 4/5 Star rated transformers using 9 Mtr PSCC Poles 300 KG W/L with H-Frame - GI. 2. Supply of SPMT structural materials for mounting 25kVA 4/5 Star rated transformers using 9 Mtr PSCC Poles

	300 KG W/L without H-Frame - GI.
10. Quantity	3500 Sets - with H-Frame-GI 3000 Sets - without H-Frame-GI
11. Amount put to tender as per prevailing SR 2023-24	Rs. 866.32 Lakhs.
12. Schedule of requirements	The delivery schedule will be intimated in the Schedule of Requirements and the successful Bidder shall adhere to the delivery schedule of the Purchase Order.
13. General Terms and Conditions	Enclosed.
14. Technical Specifications	Enclosed
15. Price Bid	The Bidder shall furnish Unit computed FORD price on the KPP portal in the option of "item wise bid commercial offer" and also furnish the break up of prices in "Edit Break up of price quoted" option. The break up of prices should contain tax structure as applicable like CGST, SGST/IGST and F&I on KPP portal.

1.0 Eligible Bidders:

1.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the BESCOM to provide consulting services for the preparation of the design, specifications, and other documents to be used for Manufacturing, Testing & Supply of SPMT structural materials for mounting 25kVA 4/5 Star rated transformers using 9 Mtr PSCC Poles 300 KG W/L with H-Frame and without H-Frame - GI as per Tender Specification to be purchased under this Invitation of Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

The BESCOM requires that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of the contracts.

a. defines, for the purposes of this provision, the terms set forth as follows:

- i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii. “fraudulent practice” means a misrepresentation of facts in order to influence procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

1.3 If the Bidder who has not accepted LOI/PO/failed to supply the materials to BESCO, previously then such of their bids will be summarily rejected

2.0 Scope of the contract:

The Scope of the contract will include the following:

- a) Manufacturing, Testing & Supply of SPMT structural materials:
 - i. SPMT Structural Materials for Mounting 25kVA 4/5 Star rated Transformers using 9 Mtr PSCC Poles 300 KG W/L with H-Frame-GI as per tender Technical Specifications and drawings.
 - ii. SPMT Structural Materials for Mounting 25kVA 4/5 Star rated Transformers using 9 Mtr PSCC Poles 300 KG W/L without H-Frame-GI as per tender Technical Specifications and drawings
- b) Conducting of Reliability tests, performance and guarantee tests at manufacturer end.
- c) Packing, preservation, transportation from the manufacturer's premises to the consignee stores.
- d) Delivery including loading & unloading of materials at Consignee Stores.

3.0 Issue of Tender documents.

Bidders can download the tender documents from KPP portal (www.kppp.karnataka.gov.in) from **20.12.2023, 15.00 Hrs onwards.**

3.1 Submission of tender documents.

All the Bid Documents shall be uploaded through KPP Portal on or before **18.01.2024, 15:00 Hrs.**

3.2 Opening of Technical bid:

The Technical bids will be opened on **19.01.2024, 15:15 Hrs.** in the KPP Portal. Price bids of Techno Commercially Responsive Bidders will be opened after completion of techno Commercial evaluation.

4.0 The interested Bidders may obtain further information from the office of the **General Manager (Ele.), Procurement, 4th Floor, 2nd Block, Corporate Office, BESCO, K.R. Circle, Bengaluru-560 001.** Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to the **General Manager (Ele.), Procurement,** on or before the **29.12.2023 @ 10:30 Hrs. Letters seeking clarifications received subsequent to THE ABOVE date will not be entertained.** Interested Bidders may also submit online queries through the KPP portal **ON OR BEFORE 29.12.2023 @ 10:30 Hrs.**

The Pre bid meeting is convened on 29.12.2023 @ 11:00 Hrs at Procurement Section, 4th floor, 2nd Block, Corporate office, BESCO, K.R.Circle, Bengaluru-560001. Aspirant Bidders may attend the meeting for any clarification.

5.0 QUALIFYING REQUIREMENTS AND DOCUMENTS TO BE UPLOADED:

5.1 Technical Criteria:

1. The Bidder shall be individual Proprietorship firm or partnership firm or Company Registered under Companies Act/ Partnership Act and shall be Manufacturer of Line materials.

Documents to be uploaded:

Scanned copy of Registration certificate /SSI Certificate / license issued by the Commerce & Industries department or any other Government statutory Authority shall be uploaded.

2. The Bidder shall have a minimum of **5** years of experience in Manufacturing and Supply of SPMT/DPTC sets as on date of bid opening.

Documents to be uploaded:

Scanned copy of Purchase order/Order completion certificates shall be uploaded.

3. The Bidder shall have facilities to carryout **Hot-Dip galvanization** in accordance with IS 4759:1996.

Documents to be uploaded:

Scanned copies of the valid consent issued by the Pollution Control Board or certificate issued by competent authority shall be uploaded.

4. The Bidder should have obtained orders for supply of minimum of **80%** of the tendered quantity (However it will be **40%** to Micro and Small Enterprises) of SPMT/DPTC sets (GI) for 25/63/100/250/500kVA DTCs in any **one of the last 5 preceding years** (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) as on the date of bid submission to any ESCOMs/ any Government Electrical Utilities/ PSUs / Govt. organizations.

Documents to be uploaded:

Scanned copy of Purchase Order Copies placed by ESCOMs/ any Government Electrical Utilities/PSUs/ Govt. organizations shall be uploaded.

5. The Bidder shall furnish order completion certificate for having supplied **80%** of the tendered quantity (However it will be **40%** to Micro and Small Enterprises) of SPMT/DPTC sets (GI) for 25/63/100/250/500kVA DTCs in any **one of the last 5 preceding years** (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) against the Purchase Orders obtained from ESCOMs/ any Government Electrical Utilities/PSUs.

Documents to be uploaded:

Scanned copy of The Order Completion Certificate issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned ESCOMs/ any Government Electrical Utilities/ PSUs shall be uploaded.

6. The Bidder must **not have DEFAULTED** in supplies against purchase orders placed by ESCOMs/other electrical utilities as on date of bid opening.

Documents to be uploaded:

Scanned copy of Self-declaration on notarized stamp paper of Rs.200/- shall be uploaded as per Annexure.

7. The Bidder must **not have been BLACKLISTED** in supplies against purchase orders placed by any ESCOMs or any other electrical utilities as on the date of bid opening.

Documents to be uploaded:

Scanned copy of Self-declaration on notarized stamp paper of Rs.200/- shall be uploaded as per Annexure.

5.2 Financial Criteria:

8. The **Average Annual Financial Turnover** of the Bidder should **be not less than the amount put to tender** (*However it will be 50% with respect to Micro and Small Enterprises*) during the last 5 preceding financial years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23)

Note: In case, audited annual accounts for the FY2022-23 is not finalized, provisional annual accounts duly certified by the Chartered Accountant shall be uploaded.

Documents to be uploaded:

Certified copies of audited Financial statements such as P&L statement, Balance sheets for the FY 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 shall be uploaded.

9. The **Liquid Assets** as on **30.11.2023** or at a later date before submission of the bid consisting of Cash at Bank+ Term Deposits + availability of fund based credit facility in any Nationalized/ Scheduled Bank shall not be less than **25%** of the amount put to tender.

The cash at bank, Term Deposits and the availability of fund based credit facility shall be supported by a certificate issued by Nationalized/ Scheduled Bank with whom the Bidder has banking facilities.

In case of Fund based credit facility, the certificate issued by the Nationalized/Scheduled. Bank duly mentioning sanctioned limits, funds

utilized so far and balance available as on **30.11.2023** or at a later date, before submission of the bid shall be uploaded.

If the Bidder has banking with more than one Bank then the available balance liquid assets mentioned above on a particular date i.e., as on **30.11.2023** or any date before submission of tender shall be the same date for all the banks.

Documents to be uploaded:

The cash at Bank, Bank Deposits and availability of fund based credit facilities shall be supported by a certificate issued by Nationalized/ Scheduled Bank shall be uploaded.

10. Even though the Bidders meet the above criteria, they are subject to be disqualified if they have:
- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc and/or
 - iii) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.
 - iv) Black Listed due to non performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission.
 - v) Defaulted/short closed due to non performance in execution of works against the order placed any Public Electrical Utility or Govt. utility as on date of bid submission.

Documents to be uploaded

Scanned copy of Self-declaration on notarized stamp paper of Rs.200/- shall be uploaded.

Litigation History:

11. The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years. A consistent history of awards involving litigation against the Bidder or any partner of Joint Venture may result in rejection of Bid.

Documents to be uploaded

Scanned copy of Self-declaration on notarized stamp paper of Rs.200/- shall be uploaded.

12. Any Bidder from a **country which shares a land with India will be eligible** to bid in this tender only if the Bidder is registered with the Competent Authority.

Documents to be uploaded

Registration certificate issued by the competent authority shall be uploaded.

13. A certificate for having read the clauses is required to be submitted/ uploaded by the tenderer separately in the following format:

“I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

Documents to be uploaded

Scanned copy of Self-declaration on notarized stamp paper of Rs.200/- shall be uploaded as per Annexure.

6.0 General Conditions:

- a. Notwithstanding to anything above, if it is found that the performance vis-à-vis the supplied made against the Purchase Orders placed on the Bidder by any BESCO, is either behind schedule or not satisfactory, **BESCO** will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.
- b. Even though the Bidders meet above qualifying criteria, as per their statements they are subject to be disqualified if they have:
 - Made misleading or false representations in statements and attachments uploaded as proof of the qualification requirement and/or.

- Record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in supply completion, or financial failures etc.,
 - Participated in the previous Tender for the same materials and had quoted unreasonably high or more negative prices tender prices and could not furnish rational justification
- c. In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCO at its discretion may take action against such Bidders and may forfeit the bid security, disqualify the offer of such Bidder and blacklist the firm.
 - d. In the event of the information furnished by Bidder is found to be false during the execution stage, then the BESCO will be at liberty to cancel the Purchase Order other than forfeiting the Security Deposit against the Purchase Order and may blacklist the firm and recover the related losses and levy liquidated damages.
 - e. The Bidders shall offer for the full quantity of the tendered material. Tenders offered for quantities less than the tendered quantity will be liable for rejection.
 - f. **Quantities:** May be increased/decreased at the discretion of the BESCO while placing the order duly adhering to the provisions of KTPP Act.
 - g. **BESCO** reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of **BESCO** consequently.
 - h. Conditional offers are liable for rejection.
 - i. BESCO will not be responsible for failure of internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.
 - j. The tender not submitted through the KPP portal and also non-submission of EMD is liable to be rejected.

- k. Any bid submitted in response to the tender shall conform absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.
- l. **BESCOM** reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to **BESCOM**.
- m. **BESCOM** reserves the right to call for the original documents uploaded as a proof of pre-qualifying requirements, of the Bidder's, for the purpose of verification.
- n. The Bidder shall have to be an entity registered in India in accordance with law.
- o. The Bid in the language is as prescribed by the tenderer.
- p. The Bidder shall follow Indian laws regulations and standards.
- q. The Tender fee and the Bank Guarantee shall be in Indian Rupees only.
- r. Tendering by the agent shall not be accepted.
- s. All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.

7.0 Two Tender Document System:

Tender should be in two parts namely:

Part-I: Techno commercial Bid containing full technical particulars and commercial terms and conditions.

Part-II: Price Bid containing prices.

a. Part-I : TECHNICAL BID:

The Technical Documents shall be uploaded in KPP portal.

INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

The following documentary evidence in respect of qualifying requirements shall be uploaded in the form of electronic/scanned copies in the KPP portal by the participating Bidders.

Sl. No	Qualifying Requirements	Documents to be uploaded by the bidder
1.	The Bidder shall be individual Proprietorship firm or partnership firm or Company Registered under Companies Act/ Partnership Act and shall be Manufacturer of Line materials.	Registration certificate /SSI Certificate / license issued by the Commerce & Industries department or any other Government statutory Authority shall be uploaded.

2.	The Bidder shall have a minimum of 5 years of experience in Manufacturing and Supply of SPMT/DPTC sets as on date of bid opening.	Purchase order/Order completion certificates shall be uploaded.
3.	The Bidder shall have facilities to carryout Hot-Dip galvanization in accordance with IS 4759:1996.	The valid consent issued by the Pollution Control Board or certificate issued by competent authority shall be uploaded.
4.	The Bidder should have obtained orders for supply of minimum of 80% of the tendered quantity (However it will be 40% to Micro and Small Enterprises) of SPMT/DPTC sets (GI) for 25/63/ 100/250/500kVA DTCs in any one of the last 5 preceding years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) as on the date of bid submission to any ESCOMs/ any Government Electrical Utilities/ PSUs / Govt. organizations.	Purchase Order Copies placed by ESCOMs/ any Government Electrical Utilities/PSUs/ Govt. organizations shall be uploaded.
5.	The Bidder shall furnish order completion certificate for having supplied 80% of the tendered quantity (However it will be 40% to Micro and Small Enterprises) of SPMT/DPTC sets (GI) for 25/63/ 100/250/500kVA DTCs in any one of the last 5 preceding years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) against the Purchase Orders obtained from ESCOMs/ any Government Electrical Utilities/ PSUs.	The Order Completion Certificate issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned ESCOMs/ any Government Electrical Utilities/ PSUs shall be uploaded.
6.	The Bidder must not have DEFAULTED in supplies against purchase orders placed by ESCOMs/other electrical utilities as on date of bid opening.	Scanned copy of Self-declaration on notarized stamp paper of Rs.200/- shall be uploaded as per Annexure.
7.	The Bidder must not have been BLACKLISTED in supplies against purchase orders placed by any ESCOMs or any other electrical utilities as on the date of bid opening.	Scanned copy of Self-declaration on notarized stamp paper of Rs.200/- shall be uploaded as per Annexure.
8.	The Average Annual Financial Turnover of the Bidder should be not less than the amount put to tender (<i>However it will be 50% with respect to Micro and Small Enterprises</i>) during the last 5 preceding financial years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) Note: In case, audited annual accounts for the FY2022-23 is not	Certified copies of audited Financial statements such as P&L statement, Balance sheets for the FY 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 shall be uploaded.

	finalized, provisional annual accounts duly certified by the Chartered Accountant shall be uploaded.	
9.	The Liquid Assets as on 30.11.2023 or at a later date before submission of the bid consisting of Cash at Bank+ Term Deposits + availability of fund based credit facility in any Nationalized/ Scheduled Bank shall not be less than 25% of the amount put to tender. The cash at bank, Term Deposits and the availability of fund based credit facility shall be supported by a certificate issued by Nationalized/ Scheduled Bank with whom the Bidder has banking facilities. In case of Fund based credit facility, the certificate issued by the Nationalized/Scheduled. Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on 30.11.2023 or at a later date, before submission of the bid shall be uploaded. If the Bidder has banking with more than one Bank then the available balance liquid assets mentioned above on a particular date i.e., as on 30.11.2023 or any date before submission of tender shall be the same date for all the banks.	The cash at Bank, Bank Deposits and availability of fund based credit facilities shall be supported by a certificate issued by Nationalized/ Scheduled Bank shall be uploaded.
10	Even though the Bidders meet the above criteria, they are subject to be disqualified if they have: i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or iii) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification. iv) Black-Listed due to non-performance in execution of works by	Scanned copy of Self-declaration on notarized stamp paper of Rs.200/- shall be uploaded.

	any Public Electrical Utility/Govt. utility as on date of bid submission. v) Defaulted/short closed due to non-performance in execution of works against the order placed any Public Electrical Utility/Govt. utility as on date of bid submission.	
11	Litigation History: The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years. A consistent history of awards involving litigation against the Bidder or any partner of Joint Venture may result in rejection of Bid.	Scanned copy of Self-declaration on notarized stamp paper of Rs.200/- shall be uploaded as per Annexure.
12	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Registration certificate issued by the competent authority shall be uploaded.
13	A certificate for having read the clauses is required to be submitted/ uploaded by the tenderer separately in the following format: <i>"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"</i>	Scanned copy of Self-declaration on notarized stamp paper of Rs.200/- shall be uploaded as per Annexure.

No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

- | | |
|------|-------------------------------|
| i. | Validity of offer. |
| ii. | Stipulated Delivery Schedule. |
| iii. | EMD. |
| iv. | Payment terms. |
| v. | Price Basis. |
| vi. | Guarantee. |

- vii. Change in offered quantity vis-à-vis the tendered quantity.
- viii. Security Deposit.
- ix. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

b. Part II: PRICE PROPOSALS:

The Bidder shall furnish **Unit computed FORD price inclusive of all applicable GST taxes and duties** on the KPP portal under the option of **"item wise bid commercial offer"** and also furnish the break up of prices in **"Edit Break up of price quoted" option**. The break up of prices should contain tax structure as applicable GST, F&I and etc., in KPP portal.

8.0 COST OF BIDDING

The Bidder shall bear all the costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and **BESCOM** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

9.0 CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

10.0	UNDERSTANDING OF BID DOCUMENTS	Section-I	IFB-Invitation For Bids
		Section-II	ITB-Instructions To Bidders
		Section-III	GCC-General Terms and Conditions of Contract
		Section-IV	SCC- Special Conditions of Contract
		Section- V	Schedule of Documents
		Section- VI	TS-Technical Specifications , Drawing if applicable
		Section- VII	EMD Declaration format
		Section- VIII	Techno-Commercial sheets

prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work

or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

11.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to BESCOM. The BESCOM, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify BESCOM in writing. BESCOM will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than **Pre-bid meeting**.

Verbal clarification and information given by BESCOM or his employee(s) or his representative(s) shall not in any way be binding on BESCOM.

12.0 AMENDMENT TO BIDDING DOCUMENT

- a. At any time prior to the deadline for submission of bids, BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).
- b. The amendment will be notified in KPP portal. BESCOM will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.
- c. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids as deemed fit.

- d. Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

13.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCO **shall be written in the English language**, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

14.0 DOCUMENTS COMPRISING THE BID

- a. The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices and upload in the KPP portal.
- b. The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying Special Conditions of Contract if any.
- c. SSI Certificate shall be uploaded with the Techno commercial Bid if applicable.
- d. The EMD shall be uploaded/furnished in accordance with the EMD clause 15.0 of ITB.

15.0 EARNEST MONEY DEPOSIT (BID GUARANTEE):

- a. The Bidder shall pay EMD of **Rs. 8,67,000.00** through any of the e-payment modes mentioned in the KPP portal. For payment of EMD through KPP portal please refer clause 16.0.
- b. EMD amount indicated is **exempted** for Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme for manufacturing of SPMT structural materials for mounting 25kVA 4/5 Star

rated transformers using 9 Mtr PSCC Poles 300 KG W/L with H-Frame and without H-Frame-GI. A relevant document shall be uploaded. If the validity of the NSIC certificate uploaded is expired, then such certificate shall not be considered for EMD exemption. The EMD exemption shall not be considered for the Bidder, whose NSIC certificate is issued for the material, other than SPMT structural materials for mounting 25kVA 4/5 Star rated transformers using 9 Mtr PSCC Poles 300 KG W/L with H-Frame and without H-Frame - GI.

- c. Earnest money deposited by unsuccessful bidders will be returned as soon as possible after the tender has been finalized.
- d. EMD of successful Bidder will be refunded after fulfilment of security deposit clause.
- e. The deposit towards EMD as above shall not carry any interest.
- f. **Permanent EMD will not be considered.**
- g. **EMD so deposited will be liable for forfeited:**
 - i. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form;
 - ii. In case of a successful Bidder, if the Bidder fails to sign the Contract;
 - iii. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.
 - iv. If the Bidder does not accept the arithmetical correction of its Bid Price.
 - v. If MSME registered Bidders desires to withdraw their bids within the bid validity period, then such Bidders shall make payment to BESCOM of an amount equivalent to EMD before withdrawing the bids.

16.0 E-payment modes for Tender Processing Fee & Earnest Money

Deposit:

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

- a) **Credit Card**
- b) **Direct Debit**
- c) **National Electronic Fund Transfer (NEFT)**
- d) **Over the Counter (OTC)**
- e) **Online Transfer**

NOTE:- EMD payment at KPP portal is through bank gateway as indicated in the e-portal/Kpp portal.

17.0 PERIOD OF VALIDITY OF BIDS

- a. Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.
- b. In exceptional circumstances, the BESCOM may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

18.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

19.0 PRICES:

The **Prices are FIRM throughout the period of** contract. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

20.0 COST AND CURRENCY:

- a. The Bidders shall quote their offer as prescribed in the **price bid** in Indian Rupees only including the following:
 - i. Cost of the material.
 - ii. Transportation and forwarding charges to the designated store.
 - iii. Insurance to cover material to cover up to installation/supply of material at the BESCOM site and handing it over to the BESCOM.
 - iv. All taxes, Duties and levies as applicable and split up details shall be uploaded.
 - v. Vendors have to make their own arrangements for obtaining road permits wherever needed.

21.0 TAXES AND DUTIES:

The Bidders have to quote GST, F&I Charges and any other applicable Taxes prevailing as on date of bid submission and the same shall be

clearly spelt out in the offer. **If no mention is made then prices quoted will be evaluated as inclusive of all taxes.**

In the event of an order,

- i. GST will be paid as indicated by the Bidder in the Price Bid.
- ii. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCO.
- iii. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCO. Any new taxes will have to be borne by successful Bidder.
- iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier.

D.

SUBMISSION OF BIDS

22.0 FORMAT OF BID

- a. The bids shall be uploaded through **KPP portal only** on or before the last date and time for submission of the bid. Bids not submitted through **KPP mode and non-submitting of EMD** will be **summarily rejected**.
- b. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- c. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.**

23.0 DEADLINE FOR SUBMISSION OF BIDS

- a. Bids must be **uploaded in the KPP portal on or before due date for bid submission**.
- b. BESCO may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights

and obligations of BESCO and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

24.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.

25.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids BESCO may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

26.0 LATE BIDS

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the KPP portal.

E. BID OPENING AND EVALUATION

27.0 OPENING OF BIDS

BESCO will open the technical bids submitted through **KPP portal** on the date notified.

28.0 TECHNICAL EVALUATION OF BIDS:

The bids submitted in KPP platform will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

29.0 PRELIMINARY EXAMINATION

The BESCO will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished.

- a. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

- b. The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- c. Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Force Majeure, Limitation of liability, Applicable law, and GST, Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- d. If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

30.0 CONTACTING THE COMPANY

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration.

31.0 OPENING OF PRICE BID:

The price bids of all the technically responsive Bidders will be opened. The date and time of opening of the price bid shall be intimated to all qualified Bidders through KPP portal.

32.0 EVALUATION/COMPARISON OF PRICE BIDS

- a. After opening the price bids, price evaluation will be done based on the rate quoted by the Bidders in the KPP portal. Such price shall include all the costs including duties, levies, taxes, and transportation, loading & unloading if any.
- b. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.
- c. The Purchase order will be placed on the successful Bidder, whose total quoted cost evaluated as least quoted among the Technical responsive bids at the approved rates in accordance with provisions of KTPP act & its amendments.

33.0 NEGOTIATIONS:

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

F.

ISSUE OF PURCHASE ORDER

34.0 AWARD CRITERIA

General Manager (Ele.), Procurement, BESCOM, Bengaluru will place the Purchase Order on the successful Bidder whose bid has been determined to be substantially Techno-Commercially responsive and has been determined as the lowest evaluated bid in accordance with provisions of KTPP act & its amendments at a approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

35.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

BESCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any point of time prior to award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BESCOM's action.

36.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reasons whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

37.0 NOTIFICATION OF AWARD

Prior to the expiry of the period of bid validity and extended validity period, if any, BESCOM will notify the successful Bidder in writing by registered letter or email, to be confirmed in writing by registered letter that its bid has been accepted.

38.0 EFFECT AND JURISDICTION FOR CONTRACT

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

39.0 TERMINATION FOR DEFAULT:

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Supplier, terminate the Contract in whole or in part.

- a) If the Supplier fails to deliver any or all of the goods/ items within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.
- b) If the Supplier fails to perform any other obligation(s) under the Contract.

40.0 LOCATION OF SUPPLY:

This Tender is being floated by the Corporate Office, BESCOM, the materials/equipment's being procured through this Tender shall be supplied by the successful Bidder at various locations of the BESCOM. The same will be intimated in the Dispatch Instruction.

41.0 For any technical support regarding KPP portal please contact KPP help desk. Supports Timings: (9.00 am to 6.00 pm)

Help Desk: 8046010000 +91-8068948777 Or E-mail: support@eprochelpdesk.com

**General
Manager (Ele.),**

ANNEXURE-I to IV

PROFORMA OF SELF DECLARATION ON BIDDER'S PERFORMANCE

Ref
.....

Date

To,
The General Manager (Elec.),
Procurement Section, 4th Floor,
Corporate Office, BESCOM
K.R.Circle, Bengaluru - 560001

Dear Sir,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 13 (9 to 12) of Section IFB of Bid Documents relating to the Tender Enquiry No. for (full scope of Work).

I*/We* hereby undertake to declare that

- i) I*/We* have not been Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission; and/or**
- ii) I*/We* have not been defaulted/short closed due to non-performance in execution of works against the order placed by any Public Electrical Utility/Govt. utility as on date of bid submission.**
- iii) I*/We* have not made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or**
- iv) I*/We* do not any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years.**
- iv) I*/We* have not any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or**
- v) I*/We* have participated in the previous Tender for the same nature of work and had not quoted unreasonably high tender prices and furnished prices were rationally justified; and/or**

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

Date:
Co.

Signature along with Seal of

.....
(Duly authorised to sign the Tender On
behalf of the Bidder)
Name
Designation
Name of Co (in
Block Letters)

*Strike out whichever is not applicable.

Annexure-V

**PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING
BORDER BY BIDDERS**

(To be furnished on notarized stamp paper of Rs.200/-)

Ref

Date

.....

To,

The General Manager (Elec.),
Procurement Section, 4th Floor,
Corporate Office, BESCOM
K.R.Circle, Bengaluru - 560001

Dear Sir,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 13.0 (14) of Section IFB of Bid Documents relating to the Tender Enquiry No. for (full scope of Work)

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries not sharing Border with India)

**I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered.**

OR

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries sharing Border with India)

**I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.**

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

Date:

Signature along with Seal of Co.

.....
(Duly authorised to sign the Tender On behalf of the Bidder)

Name

Designation

Name of Co (in Block Letters)

***Strike out whichever is not applicable.**

Please Note: Among the above two declarations, only one which is applicable is to be declared.

Annexure-III

Bidder's Name & Address:

To,
The General Manager (Elec.),
Procurement Section, 4th Floor,
Corporate Office, BESCOM
K.R.Circle, Bengaluru - 560001

NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No..... dated for, we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clause are acceptable to us, and we have not taken any deviation whatsoever to these Clauses:

a) **Terms of Payment:**

Clause 34.0 of Section-III, General Conditions of Contract-GCC, Volume-I and Clause 7.0 of Section -V, Special Conditions of Contract-SCC, Volume-I.

b) **Bid Security /EMD:**

Clause 4 Section-I, Invitation For Bid-IFB, Volume-I.

c) **Contract Performance Guarantee.**

Clause 36.0, Section--II, Instruction to Bidder-ITB, Volume-I.

d) **Penalty for Delay.**

Clause 14.0 Section -III, General Conditions of Contract-GCC, Volume-I and Clause 12.0 of Section -V, Special Conditions of Contract-SCC, Volume-I.

e) **Price basis**

Clause 12.0, Section-II, Instruction to Bidder-ITB, Volume-I.

f) **Guarantee.**

Clause 15.0 Section-III, General Conditions of Contract-GCC, Volume-I.

g) **Work Schedule.**

Clause 10.0 Section -V, Special Conditions of Contract-SCC, Volume-I.

h) **Taxes and Duties:**

Clause 13.0 Section-II, Instruction to Bidder-ITB, Volume-I

We further confirm that any deviation to the above Clauses at SL. No. (a) to (h) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever to .

Date
Place

Signature
Printed Name
Designation
Common Seal

PROFORMA OF BANK GUARANTEE

FOR BID SECURITY (if Applicable)

(To be stamped in accordance with stamp Act)

The non Judicial stamp paper of Rs.200/- should be in the name of issuing Bank.

Ref.....

Bank Guarantee No.....

Date

To,

The General Manager (Elec.),
Procurement Section, 4th Floor,
Corporate Office, BESCO
K.R.Circle, Bengaluru - 560001

Dear Sir,

In accordance with Invitation to Bid under your Specification No.....M/s.....having its Registered/ Head Office at(hereinafter called the Bidder) wish to participate in the said Bid or.....and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs.....Valid up to on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a Condition precedent for participation in the said Bid.

We, the.....Bank at having our Head Office at(local address) Guarantee and undertake to pay immediately on demand by Bangalore Electric supply Company Limited the amount of (in words & figures) merely on demand and **without any reservation, protest, demur and recourse. Any such demand made by said 'BESCO' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.**

This Guarantee shall be irrevocable and shall remain valid up to and including ***** If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s.....on whose behalf this Guarantee is issued.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this day of.....20 at.....

WITNESS:

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per
Power of Attorney No

Date

(*****) This date shall be thirty (30) days after the last date for which the Bid is valid.

PROFORMA OF BANK GUARANTEE FOR

CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref..... Bank Guarantee No
Date

To,
The General Manager (Elec.),
Procurement Section, 4th Floor,
Corporate Office, BESCOM
K.R.Circle, Bengaluru - 560001

Dear Sir,

In consideration of the Bangalore Electrical supply Company Limited, (hereinafter referred to as the BESCOM which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of BESCOM's Letter of Intent No.....dated..... and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... dated valued at.....for(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to *(%).....percent) of the said value of the Contract to the BESCOM.

We (Name & Address)
having its Head Office at(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the BESCOM, merely on demand any and all monies payable by the Contractor to the extent of as aforesaid at any time up to**..... (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the BESCOM on the Bank shall be conclusive and binding notwithstanding any difference between the BESCOM and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the BESCOM and further agrees that the

Guarantee herein contained shall continue to be enforceable till the BESCOM discharges this Guarantee.

The BESCOM shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The BESCOM shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the BESCOM and the Contractor or any other course or remedy or security available to the BESCOM. The Bank shall not be released to its obligations under these presents by any exercise by the BESCOM of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the BESCOM or any other indulgences shown by the BESCOM or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the BESCOM at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the BESCOM may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs.....and it shall remain in force up to and including and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s on whose behalf this Guarantee has been given.

Dated this day of 20.....at

WITNESS:

.....

(Signature)

.....

(Name)

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No

Date

NOTE:

* This Sum shall be Five percent (05%) of the Contract Price.

** The date will be ninety (90) days after the end of Guarantee Period as specified in the Contract.

1. The stamp papers of Rs. 200/- values shall be purchased in the name of issuing Bank.

PROFORMA OF LETTER OF UNDERTAKING
(To be submitted by the Bidder along with his Bid)

(To be executed on Non-Judicial paper of requisite value)

Ref

Date

To,

The General Manager (Elec.),
Procurement Section, 4th Floor,
Corporate Office, BESCO
K.R.Circle, Bengaluru - 560001

Dear Sir,

1. I*/We* have read and examined the following Bid Documents relating to the.....(full scope of Work).
 - a) Notice Inviting Tender.
 - b) Conditions of Contract containing Sections: 'Invitation to Bid, 'Instructions to Bidder', "General Terms & Conditions of Contract (GCC) and Erection Conditions of Contract (ECC)
 - a) Special Conditions of Contract (SCC) along with Annexure to
 - b) Drawings No
 - e) Technical Specifications.
2. I / We hereby submit our Bid and undertake to keep our Bid Valid for a period of One Hundred and Eighty days (180 days) from the date of techno-commercial bid opening.

I*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of BESCO agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Work in terms of provisions of Clause entitled "Award of Contract" Section ITB, Conditions of Contract in the Bid Documents.

Should this Bid be accepted, I*/We* also agree to abide by and fulfill all the terms, conditions of provision of the above mentioned Bid Documents.

Witness:

Signature
Date:
Name & Address

Signature along with Seal of Co.

.....

(Duly authorized to sign the
Tender On behalf of the
Contractor)

Name

Designation

Name of Co (in Block
Letters)

*Strike out whichever is not applicable.

PROFORMA OF "CONTRACT AGREEMENT"

(To Be Executed On Non-Judicial Stamp Paper of value Rs. 200/-)

This Agreement made on this day of Two thousand between Bangalore Electricity Company Limited having its Office at India (hereinafter referred to as a "Owner" or BESCO which expression shall include its administrators,) on the one part and M/s having its registered Office at(hereinafter referred to as the "Contractor" or "X" name of the Contracting Company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS BESCO desirous for execution of works under item wise fixed price contract in _____ Division Area for a period of 12 months on total / partial turnkey basis (Distribution Transformers supplied by BESCO) under percentage quoting basis invited bids for the package..... (briefly describe scope of Work) as per its Bid Enquiry No.....

AND WHEREAS....."X" had participated in the above referred Bidding with.....Y.....vide their proposal No. dated.....and BESCO awarded the Contract to....."X" on Terms and Conditions of Bid Documents referred to therein, which has been accepted by "X" resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

1.0 Article

1.1 Award of Contract:

BESCO has Awarded the Contract to "X" for the Work of.....on the Terms and Conditions contained in its Letter of Intent No..... dated..... and the Documents referred to therein. The Award has taken effect from the date of aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Document" referred to in the succeeding Article.

2.0 Contract Documents:

2.1 The Contract shall be performed strictly as per the Terms and Conditions stipulated herein and in the following Documents attached herewith (hereinafter referred to as "Contract Document").

- i) BESCO's Bidding Documents in respect of Bid Enquiry No.....issued consisting of Invitation of Bid, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract and all other Sections entitled 'Conditions of Contract' including all Amendments issued vide its letter (s) No.(s) dated(Part-I)

- ii) BESCOM's Technical Specification including Amendments issued vide its Letter No.....dated(Part-II)
- iii) "X"s Proposal No.....dated.....along with Proposal Sheets, Data Requirement Sheets, Payment Terms, work Schedule entitled as " Proposal"(Part-III)
- iv) Agreed Minutes of the meeting held on.....between BESCOM& "X" (Part-IV)
- v) BESCOM's Letter of Intent No.....dated.....duly accepted by "X" (Part-V)
- vi) Contract Activity Chart (Part-VI)

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conforms to the Bidding Document (Part-I & II) and what has been specifically agreed to by the Owner in his Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its 'Proposal (Part-III) but not agreed to specifically by the Owner stands withdrawn by the Contractor. For the sake of brevity, this Agreement along with its aforesaid Contract Documents shall be refereed to as the 'Agreement"

3.0 Conditions & Covenants:

3.1 The Scope of Contract, Consideration, Terms of Payment, Price Adjustment, Taxes wherever applicable, Insurance, Liquidated Damages, Performance Guarantee and all other Terms and Conditions are contained in BESCOM 's Letter of Intent No dated..... read in conjunction with other aforesaid Contract Document. The Contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the Agreement.

3.2 The scope of Work shall also include **Supply/ Erection/ **portion** of all such items, which are not specifically mentioned in the Contract Documents, but which are needed for successful, efficient, safe & reliable Operation of the Equipment unless otherwise specifically excluded in the Specifications under 'exclusions' or Letter of Intent. (**-The Clause shall be suitably modified in the Agreement of Supply/ Erection portion)

3.3 Time Schedule:

3.3.1 Time is the essence of the Contract. The Time Schedules shall be strictly adhered to and "X" shall perform the Work in accordance with the agreed Schedule as given LOI/DWA/approved PERT/Activity Chart.

3.4 Quality Plans:

3.4.1 The Contractor is responsible for the proper execution of the approved Quality Plans. The Work beyond the Customer's hold points will progress only with the Owner's consent. The Owner will also undertake Quality surveillance and Quality audit of the Contractor's/Sub-Contractor's Works, systems and procedures and Quality Control activities. The Contractor further agrees that any change in the Quality Plan will be made only with the Owner's approval. The Contractor shall also perform all Quality activities, inspection and Tests agreed with the Owner to demonstrate full compliance with the Contract requirements.

3.4.2 The Contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, Quality audit and Quality surveillance of Contractor's and its Vendor's Quality systems and manufacturing activities.

These shall include but not limited to the following:

- i. Relevant Plant Standards, Drawing and Procedures.
- ii. Detailed Quality Assurance System/ Manuals for manufacturing activities.
- iii. Storage Procedures and instructions regarding Welding, NDT, Heat Treatment prior to commencement of Manufacture.
- iv. Complete set of Log Sheets mentioned in the Quality Plan.

3.4.3 It is expressly agreed to by the Contractor that the Quality Tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for Quality Standards, and Performance Guarantee and their other obligations under the agreement.

3.4.4 "X" agrees to submit Quality Assurance Documents package to BESCO for review and record after Completion and within three weeks of dispatch of Material.

The Package will include the following:

- i) Factory Test result/ inspection report for Testing required by this Contract or applicable Codes and Standards.
- ii) Two copies of inspection reports duly, signed by Quality Assurance Personnel of both BESCO and "X" for the agreed Customer hold points.
- iii) Report of the rectification Works where and if applicable.

3.5 It is expressly agreed to by the Contractor that notwithstanding the fact that the Contract is termed as **Supply, for convenience of operation of the other Contracts namely Erection Contracts** ** are also the integral parts of the contract on single source responsibility basis and the Contractor is bound to perform the total Contract in its entirety and non-Performance of any part or portion of the Contract shall be deemed to be a breach of the entire Contract.

(**-The Clause shall be suitably modified in the Agreement of Supply/ Erection portion)

3.6 The Contractor Guarantees that the Equipment under the Contract shall meet the ratings and Performance Parameters as stipulated in the Technical Specifications (Part-II) and in the event of any deficiencies found in the requisite Performance figures, the Owner may at its option reject the Equipment or alternatively accept it on the Terms and Conditions and subject to levy of the Liquidated Damages in terms of

Contract Documents. The amount of Liquidated Damages so leviable shall be in accordance with the Contract Document and without any limitation.

- 3.7 It is further agreed to by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Owner's right to recover the Damages/ Compensation due to short fall in the Equipment Performance figures as stated in Para 3.6 above or under any other Clause of the agreement. The amount of Damages/ Compensation shall be recoverable either by way of deduction from the Contract Price, Contract Performance Guarantee and/or otherwise.
- 3.8 The Contract Performance Guarantee furnished by the Contractor is irrevocable and un-conditional and the Owner shall have the powers to invoke it not withstanding any dispute or difference between the Owner and the Contractor pending before any Court, Tribunal, Arbitrator or any other Authority.
- 3.9 This agreement constitutes full and complete understanding between the Parties. It shall supersede all prior correspondence. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized Representatives of both the Parties.

4.0 **Settlement of disputes:**

- 4.1 It is specifically agreed by and between the Parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement, shall be decided by a competent Court at Bangalore.

4.2 **Notice of Default:**

Notice of default given by either Party to the other Party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by Fax or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the Parties through their duly authorized Representatives have executed these presents (execution whereof has been approved by the competent Authorities of both the Parties) on the day, Month and year first above mentioned at Bangalore.

WITNESSES:

1. signature)	(Owner's (Printed Name) (Designation) (Company's Stamp)
2.....	
1. signature)	(Contractor's (Printed Name) (Designation) (Company's Stamp)
2.....	

**PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE
CONTRACTOR FOR THE EQUIPMENT HANDED OVER BY OWNER "FOR
PERFORMANCE OF THE CONTRACT"**

(For Owner supplied Equipments / Materials)

(On Non-Judicial Stamp Paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this.....day of
20.....by a Company registered under the companies Act, 1956/
Partnership Firm/Proprietary concern having its Registered Office at
(hereinafter called as 'Contractor' or 'Obligator' which expression shall include
its successors and permitted assigns) in favour of Bangalore Electricity Supply
Company Ltd., ...having its Project at (hereinafter
called as "BESCOM" which expression shall include its successors and
assigns):

WHEREAS Owner has awarded to the Contractor a contract for vide his
letter of award/letter of intent (as applicable)/ contract no dated
.....and its amendment no (applicable when amendments
have been issued) in terms of which, it is required to hand over various
equipments to the Contractor for execution of the contract.

And whereas by virtue of clause No of the said contract, the
Contractor is required to execute an indemnity bond in favour of BESCOM for
the equipment handed over to it by BESCOM for the purpose of erection in
due performance of the contract (hereinafter called the "Equipment").

NOW THEREFORE, this indemnity bond witnesseth as follows:

- 1 That in consideration of various equipment as mentioned in the contract,
valued at Rs(Rupees) to be handed over to the
Contractor in installments from time to time for the purpose of
performance of the contract, the Contractor hereby undertakes to
indemnify and shall keep BESCOM indemnified, for the full value of the
equipment. The Contractor hereby acknowledges receipt of the initial
installments of the equipment as per details in the schedule appended
hereto. Further, the Contractor agrees to acknowledge receipt of the
subsequent installments of equipment as required by BESCOM in the form
of schedules consecutively numbered, which shall be attached to this
indemnity bond so as to form integral parts of this bond. It is expressly
understood by the Contractor that handing over the equipments drawn
from BESCOM stores by the Engineer or handing over the despatch title
documents in respect of the said equipments duly endorsed by BESCOM in
favour of the Contractor shall be construed as handing over the equipment
purported to be covered by such title documents and the Contractor shall
hold such equipments in trust as a trustee for and on behalf of BESCOM.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the equipment at BESCOM project site against all risks whatsoever till the equipment are duly used / erected in accordance with the terms of the contract and the plant / package duly erected and commissioned in accordance with the terms of the Contract, is taken over by BESCOM. The Contractor undertakes to keep BESCOM harmless against any loss or damage that may be caused to the equipment
3. The Contractor undertakes that the equipment shall be used exclusively for the performance / execution of the contract strictly in accordance with its Terms and Conditions and no parts of the equipment shall be utilised for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this indemnity bond by the Contractor shall interalia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.
4. That BESCOM is and shall remain the exclusive Owner of the equipment free from all encumbrances, charges or lien of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by Engineer-in-Charge- / Engineer or other Employees / Agents authorised by him in this regard. Further, BESCOM shall always be free at all times to take possession of the equipment in whatever form the equipment may be, if in its opinion, the equipment are likely to be endangered, mis- utilised or converted to uses other than those specified in the contract, by any acts of omission or commission on the part of the Contractor or any other persons or on account of any mason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of BESCOM to return the equipment without any demur or reservation.
1. That this indemnity bond is irrevocable. If at any time any loss or damage occurs to the equipment or the same or any part thereof is mis-utlised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/ Engineer of BESCOM as to assessment of loss or damage to the equipment shall be final and binding on the Contractor. The Contractor binds himself and undertakes to replace the lost / or damaged equipment at his own cost and / or shall pay the amount of loss to BESCOM" without any demur, reservation or protest. This is without prejudice or any other right to remedy that may be available to BESCOM against the Contractor under the contract and under this indemnity bond.
6. NOW THE CONDITION of this bond is that if the Contractor shall duly and punctually comply with the Terms and Conditions of this bond to the satisfaction of BESCOM, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand through his authorised representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE NO. 1

Particulars of the Quantity Equipment Handed over	Value of the Equipment	Signature of Power of Attorney Holder of Contractor in token of receipt
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(Please number subsequent Schedules)

		For and on behalf of M/s
I	i.	Signature..... Signature
	ii.	Name Name.....
	iii.	Address Address Authorised Representative
2.	i.	Signature..... (Common Seal)
	ii.	Name (In Case of Company)
	iii.	Address

* Indemnity bonds are to be executed by the authorised persons and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the Company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original power of attorney if it is specifically for this contract or photostat copy of the power of attorney if it is general power of attorney and such documents should be attached to indemnity bond.